

June 17, 2009

Honorable Robert D. Drain  
Docket Number 05-44481 (RDD)  
United States Bankruptcy Judge - Southern District of NY  
One Bowling Green  
New York, NY 10004-1408

Dear Honorable Judge Drain,

This letter is in objection to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. On December 16, 2008 I signed a Delphi Separation Allowance Release of Claims. The Delphi salaried HR representative also signed the document at that time. The effective date of my retirement was February 1, 2009.

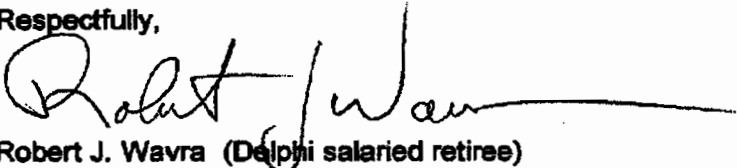
The severance pay that Delphi agreed to pay me was entered into during Delphi's bankruptcy and is not a pre-petition contract. I have a valid and legally binding contract and I expect Delphi to honor it. If Delphi plans to honor the United Auto Workers contract, Delphi should be expected to honor my contract with Delphi. What is the difference?

I voluntarily retired from Delphi in exchange for the severance payment. Since I retired on February 1, 2009, Delphi has eliminated healthcare, life insurance, dental care and vision care for my wife and me. Delphi is now proposing to turn my pension over to the PBGC, which will reduce my pension by about 45%. If they are allowed to cut off my severance pay, I will lose additional money that my wife and I had expected to receive and were really depending on to pay health care and other expenses. I do not believe this is legal. I believe that as a judge, you will agree that is not right or reasonable, and demonstrates a lack of integrity and honesty on the part of Delphi executives and their lawyers.

I was a Senior Buyer for Delphi for the past 10 years and I know that the agreement I signed was a post petition bankruptcy document. By cutting off the separation pay before paying it in full is a breach of contract on Delphi's part. Severance payments are a contract liability, not a Delphi provided benefit. Also, the amount of money that this would cost Delphi is not enough to prevent them from emerging from bankruptcy. The amount is small and will terminate by July 2010. Delphi's proposal is not only unethical, it is not in accordance with bankruptcy law.

**Please refuse to grant Delphi permission to eliminate their obligation to pay the separation payments**

Respectfully,



Robert J. Wavra (Delphi salaried retiree)  
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